

Cedar Rapids Airport Comm'n

Prof. FF Assn. #2607

7/1/2006

6/30/2007

CEDAR RAPIDS / ~~PROF.~~ FF ASSN. #2607 06-07
AIRPORT COMM'N

Bargaining Agreement
between
Cedar Rapids Airport Commission
and
International Association of Firefighters
Local 2607

July 1, 2006 – June 30, 2007

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Agreement

AGREEMENT entered into by the CEDAR RAPIDS AIRPORT COMMISSION (Employer) and THE CEDAR RAPIDS MUNICIPAL AIRPORT PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 2607, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (Union), for the purpose of promoting harmonious relations between the Employer, its Bargaining Unit Employees, and the Union; establishing an equitable and peaceful procedure for the resolution of differences between the parties; and establishing wages, hours and the terms and conditions of employment specified as negotiable items under Section 9, Scope of Negotiations, of the Iowa Public Employment Relations Act.

Article 1 – Recognition

The Employer recognizes the Union as the exclusive Bargaining Representative for its Bargaining Unit Employees as set forth in Iowa Public Employment Relations Board, Case No. 1206, namely: All Safety Officers and Senior Safety Officers, but excluding the Airport Director, Director of Finance and Administration, Director of Operations, Commander, clerical employees, maintenance employees, and all other employees excluded by Section 4 of the Act.

Article 2 – Contract Terms

The following definitions of terms shall apply throughout this Agreement unless specifically provided otherwise:

Act: The Iowa Public Employment Relations Act.

Bargaining Unit: Employees within the Bargaining Unit recognized by the Employer and defined in Article 1, Recognition, paragraph 1 hereof.

Commission: The members of the Cedar Rapids Airport Commission.

Employee: Any person within the Bargaining Unit employed by the Employer on a continuing regular full-time basis (i.e., working forty (40) hours or more per week).

Part-time Employee: Any person within the Bargaining Unit employed by the Employer on a continuing part-time basis; (i.e., working less than forty (40) hours per week, anticipated by the Employer to extend for a period of six (6) months or more). Part-time Employees are entitled to benefits on a pro-rata basis according to hours regularly worked on a weekly basis and their seniority shall be separate from that of full-time Employees. Part-time Employees will supplement but not replace full-time Employees.

Temporary Employee: Any person within the Bargaining Unit employed by the Employer on a full-time or part-time basis anticipated by the Employer to extend for a period of less than six (6) months. A temporary Employee shall not be entitled to any contract benefits, shall not accrue any seniority, and shall not permanently replace a regular full-time Employee.

Employer: Cedar Rapids Airport Commission, acting through its Airport Director, Director of Finance and Administration, Director of Operations, or other persons designated by the Commission to act on its behalf.

Gender: Employees may occasionally be referred to as "he" or "his" in this Agreement. Such designation is for convenience only as all references to Employees are intended to apply to Employees of both genders.

Immediate Family: The Employee's spouse, father, mother, children, brother, sister, grandparent, mother and father-in-law, brother and sister-in-law, grandchildren, and stepfather, stepmother, stepsister, stepbrother, or stepchildren.

PERB: The Iowa Public Employment Relations Board.

Article 3 – Tuition Reimbursement

Employees are eligible for reimbursement of sixty percent (60%) of the cost of tuition and books in pursuit of an Associate of Arts degree (AA) in Law Enforcement, Fire Service or Emergency Medical Service (EMS). All courses must be approved by the Airport Director prior to enrollment in the classes. City Personnel Policy 6.04, Educational Assistance Program, spells out the procedural rules for participating in this program.

Article 4 – Union Business

1. The processing of grievances and/or other Union business will be performed on the Employee's own time. However, any Union business which, out of necessity, must be performed during regular working hours shall be permitted only after advance approval has been obtained from the Airport Director or the Director of Operations and shall be accomplished in such a manner as to avoid interference with operations and/or the performance of any Employee's job duties.
2. Members of the Union Negotiating Committee may attend negotiation sessions scheduled during their working hours while on duty, provided that such attendance does not interfere with their availability or the performance of their duties. This provision shall not permit more than one (1) Employee per shift to attend negotiating sessions while on duty and shall not apply to the first two (2) public sessions. However, Employees shall not be in pay status for more than two (2) closed sessions.

Article 5 – Hours of Work and Overtime

1. The Employer shall establish and post uniform hours of work within work groups and shifts as determined to best meet the needs of the Airport. Except in emergency situations, two (2) weeks notice will be given to affected Employees of a change in the schedule of hours to be worked.
2. The Employer will notify the Employee of a change in shift hours at least seven (7) days in advance of the effective date of the change. Within the first four (4) days after the posting, each Employee will designate in writing his order of preference for the assignment of shift. Such shift preferences will be honored according to seniority to fill the job classifications on each shift. The Employer will promptly post the new shift assignment.
3. Employees in the same job classifications may exchange shifts provided the Employees mutually agree to the exchange, the Employer approves the exchange in advance, and the exchange will result in no additional cost to the Employer.
4. The workweek commences Friday at midnight and ends the following Friday at midnight.

5. The paid meal period shall be one-half (1/2) hour, approximately the middle of the shift.
6. Nothing herein shall be construed as a guarantee of the number of hours of work per day or per week or of the number of days of work per week. However, the normal workday of ten (10) hours and two (2) weeks of eighty (80) hours will generally be followed except when budgeting limitations or operational requirements would, at the discretion of the Employer, require otherwise.
7. Nothing herein shall be construed as a limitation on the Employer's right to require overtime work. The Employer will attempt to provide two (2) days' advance notice of overtime. Mandatory overtime for a specific event will be forwarded to the Employees upon confirmation of said event. In the event of emergency overtime, the Employer will provide as much advance notice as is possible.
8. Staffing Situation: If there is a potential loss of life or property, a need for immediate security, or a shift that requires airline indexing or mandated security requirements, the Employer may request officers who are not currently working to report for duty and work until the situation is resolved. In the event that a vacancy on the shift occurs due to an illness or injury, the Employer, at its discretion, may fill the vacancy with overtime. Overtime will be filled in the following manner:
 - a. The overtime shall be offered first to the Employees on a shift at the time, starting with the most senior Employee.
 - b. If all Employees on the shift decline the overtime opportunity, the Employer shall offer the overtime to Employees who are not working, starting with the most senior Employee.
 - c. In the event that no off-duty officer is available, the scheduled officers on adjoining shifts will be required to fill the shift period equally based on seniority.
 - d. All other overtime will be posted and given to the most Senior Employee. Any Employee that can work the entire posted overtime shift will get precedence over more Senior Employee that cannot work entire posted shift. If all Employees do not wish to take the overtime, the scheduled Employees on adjoining shifts with the least seniority will be required to split the shift equally.
9. One and one-half (1½) hours compensatory time off or time and one-half (½) an Employee's regular straight time hourly rate will be paid for each hour worked in excess of eighty (80) hours in any pay period.
10. An Employee called in to work after having punched out and returned home will receive a minimum of two (2) hours work.
11. All Employees are required to either sign a daily time sheet or punch the time clock. The foregoing also applies to overtime work.
12. No Employee shall perform work for the Employer on any kind of an overtime basis without the prior approval of the Employer.
13. The Employee's employment with the Employer is his/her primary job responsibility. Therefore, no Employee will engage in outside employment or other activities that will interfere with his/her job performance or reasonable availability for overtime work. Employees must promptly notify the Employer, in writing, of any outside employment.
14. In the event the Employer requires in-service training or certification (including recertification) of Employees, such training and the time necessary for certification and/or

recertification will be considered as hours worked, and the Employees paid accordingly. Arrangements for required certification will be subject to prior Employer approval.

15. Compensatory time off will be arranged to the mutual satisfaction of the Employee and the Airport Director.
16. Employees scheduled to work overtime, which begins on a paid holiday, shall receive one and one-half (1½) times their regular hourly rate of pay for the hours worked or the equivalent compensatory time off, which shall be in addition to their holiday pay.
17. An attempt will be made to provide a minimum of eight (8) hours between shifts for those officers working relief positions. Relief positions will be limited to two (2) Employees.
18. The Employer shall make a reasonable effort not to work an Employee in excess of sixteen (16) hours in a day; furthermore, the Employer shall make a reasonable effort for an Employee to have off a minimum of eight (8) hours between shifts.
19. The Parties are in agreement that it is Management's intent to work Employees eighty (80) hours over a pay period. Employees that work in excess of forty (40) hours in any one (1) week will not be compensated at the overtime rate. Only hours in excess of eighty (80) hours in a pay period will be compensated at the overtime rate.
20. Compensatory time may be accumulated or used. However, commencing December 1, 2006, and each December 1 thereafter for the term of the contract, all accumulated compensatory time off hours in excess of two hundred forty (240) will be paid to the individual Employees thereby annually reducing the maximum accumulated "carry-over" compensatory time off hours per Employee to two hundred forty (240) hours. In the event of an Employee's death, the accumulated compensatory time off will be paid to the estate.

Article 6 – Seniority

1. Except for the purposes of job classification seniority, seniority is the length of an Employee's continuous service with the Commission since the Employee's last date of hire as an Employee within the Bargaining Unit. Job classification seniority is an Employee's total service as a regular Employee within a job classification.
2. A new Employee shall be on probation and have no seniority rights or recourse to the grievance procedure (except as to hourly rate of pay, holiday pay, overtime pay, leave pay and group insurance eligibility) for a period of one (1) year from the date he commences work and, if retained, his seniority shall be calculated from hire date.
3. The Union shall have no jurisdiction over new hire probationary Employees except as to the processing of grievances as provided in Paragraph 2 above. The foregoing in no way limits or restricts Union membership by such Employees.
4. The Employer will provide the Union with seniority lists of Employees within the Bargaining Unit (i.e., employment, job classification, full-time, part-time). Such lists shall be reviewed and updated every six (6) months. Objections to the lists must be filed as a grievance within ten (10) workdays of receipt by the Union. Unless such objections are timely filed, the lists shall be deemed correct and binding.
5. An Employee shall lose his seniority rights and his employment automatically terminated if he quits or retires, or is discharged for proper cause.

Article 7 – Temporary Transfers

The Employer shall have the right to temporarily transfer Employees from job to job within the Bargaining Unit where deemed necessary by it and nothing in this Agreement shall be construed as a restriction on this right. Such temporary transfer shall not result in a reduction of the regular pay rate of the transferred Employee. If the temporary transfer is to a higher paid classification, the Employee shall be paid at the higher rate. The foregoing shall not apply in training assignments or when assisting in a higher paid classification.

Article 8 – Layoff and Recall

1. Layoff will be according to seniority in the job classification affected. Except in cases of emergency, notice of layoff will be given at least ten (10) calendar days in advance of the layoff. Employees being laid off may bump the Employee with the least seniority in any other job classification provided they have the seniority to do so and are fully qualified and able to then satisfactorily perform all of the job duties of the Employee to be bumped. An Employee bumping into another job classification which is nearest to his regular hourly rate in his former job classification.
2. An Employee to be recalled from a layoff shall be so notified as far in advance as is possible by certified mail, return receipt requested, mailed to his last address as shown on the Employer's records. Any Employee so called back to work who fails to report ready for work within ten (10) calendar days after receiving such notice or at the time and date indicated in the notice, whichever is the later, shall automatically lose his seniority rights. An Employee shall be considered as having received notice of recall as of the date such notice is delivered to his last known address as reflected by the Employer's records. It is the Employee's responsibility to keep the Employer informed of his current address and phone number.
3. Employees on layoff shall be recalled to their jobs in the reverse order of their layoff.
4. All Employees on a layoff status shall retain the seniority that they had when they were laid off. They will not continue to earn seniority while on layoff. Upon return to work after recall, a laid off Employee will have his seniority date adjusted to give him credit for past seniority. Further, any time worked with an employer other than the employer designated by PERB shall not be considered time worked for the purpose of seniority or benefits related thereto.

Article 9 – Rest Periods

Employees will be allowed two (2) fifteen (15) minute paid rest periods each day; one (1) period before and one (1) period after the lunch break. The periods will be taken, when feasible, during the middle of the half shift, but will be taken consistent with the proper performance of the Employee's job duties. Failure to use the scheduled rest breaks does not entitle the Employee to extend the lunch break or leave work early.

Article 10 – Grievance Procedure

1. Should any Employee grievance or dispute arise over the interpretation and application of this Agreement or any Agreement made supplementary hereto, it shall be settled in accordance with the following procedure:

Step 1: The grievance or dispute shall first be taken up between the Employee and a member of the Union Grievance Committee. If the Union Grievance Committee determines that no grievance exists, no further action is necessary. Should the Committee determine the grievance is valid, it will reduce it to writing (citing the Article and paragraph of the Contract alleged to have been violated) and present the grievance to the Commander or his designee. The Employee may, if he desires, accompany the Committeeman when the grievance is presented to the Commander or his designee. The Commander or his designee shall give his written answer to the grievance within seven (7) calendar days of his receipt of the grievance. Any matter not so taken up with the Commander or his designee within seven (7) calendar days of the event which is the basis of the grievance or dispute or within seven (7) calendar days of the date such Employee should have known with due diligence of such event, whichever is the later, shall be deemed waived and entitled to no further consideration. If the matter is not settled at this point, it shall be submitted to the Director of Operations.

Step 2: In the event the Union chooses to challenge the written answer given by the Commander or his designee under Step 1, it shall so notify the Director of Operations in writing within seven (7) calendar days after receipt of such written answer. Within seven (7) calendar days after receipt of the written Union challenge, or at such other mutually agreeable time, the Union Grievance Committee and the Director of Operations shall meet and review the matter. Within seven (7) calendar days after such meeting, the Director of Operations shall indicate his decision, in writing, to a member of the Union Grievance Committee. If the matter is not settled at this point, it shall be submitted to the Airport Director.

Step 3: In the event the Union chooses to challenge the written answer given by the Director of Operations under Step 2, it shall so notify the Airport Director in writing within seven (7) calendar days after receipt of such written answer. Within seven (7) calendar days after receipt of the written Union challenge, or at such other mutually agreeable time, the Union Grievance Committee and the Airport Director shall meet and review the matter. Within seven (7) calendar days after such meeting, the Airport Director shall indicate his decision, in writing, to a member of the Union Grievance Committee. If the matter is not settled at this point, it shall advance to Step 4.

Step 4: If the answer of the Employer is not accepted by the Union, it must so notify the Airport Director within fifteen (15) calendar days of the receipt of the Employer's answer and request arbitration. A position statement regarding the alleged contract violation will be provided to the Airport Director. The Union shall prepare the request for arbitration and shall submit it to the Federal Mediation and Conciliation Service (FMCS) requesting a list of five (5) Arbitrators, all of whom shall be members of the National Academy of Arbitrators either from Iowa or from a state contiguous to Iowa.

The parties shall meet within ten (10) days after receipt of the panel from FMCS, to select an Arbitrator under the following procedure. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The party making the first strike shall be decided by a flip of a coin; the other party shall strike one (1) name. The process will be repeated and the remaining person shall be the Arbitrator.

The arbitration hearing will be held within four (4) months of the request for arbitration. The Arbitrator shall be advised of the limitation placed on his authority by statute and by the Agreement and that his final decision is expected within thirty (30) days after the hearing date. The agreed upon limitations are:

- a. The decision of the Arbitrator shall be final and binding upon all parties to the Agreement and any Employee involved in the dispute. Any award resulting from the Arbitrator's decision shall not be retroactive beyond the date of which the grievance first occurred.
- b. The Arbitrator shall be limited to interpreting the Agreement and applying it to the particular case presented to him; he shall have no authority to add to, subtract from, disregard or in any way modify the terms of this Agreement or any Agreement made supplementary thereto.

The Union will present its case first except in the case of disciplinary action where the Employer shall present its case first. Each party shall bear all the expense incurred in the presentation of its case, and both parties shall equally share the expense of the Arbitrator and other incidental and necessary expenses involved.

2. The time sequences in the various steps of the grievance procedure are mandatory. However, extensions may be granted by mutual written Agreement of the Union Grievance Committee and the Airport Director.
3. Grievances must be taken up promptly and awards and settlements thereof shall in no case be retroactive beyond the date on which the grievance was first presented in written form as provided above. If a grievance is not presented within the time limits specified, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer.
4. During the period this Agreement is in effect, unless agreed to the contrary by the Employer, no meetings for any purpose of any part or all of the Employees shall be called for or held during working hours which would result in a partial or complete shutdown of the Employer's facilities or the curtailment of the performance of Airport services.
5. If it is determined an Employee has been suspended or discharged without proper cause, such Employee shall be entitled to reinstatement of seniority and payment for time lost; provided, however, that such payment shall take into account any penalty which it is determined would have been justified under the circumstances of the particular case.
6. It shall be the duty and responsibility of the Union representatives to make every effort to encourage Employees to settle all grievances through the established grievance procedure without any interference with the performance of the Employer's services. The procedures set forth herein shall constitute the sole and exclusive method for the determination, decision, adjustment or settlement between the parties of any and all grievances and shall constitute the sole and exclusive remedy, except as may be otherwise provided by law.
7. No dispute concerning the job classifications and rates therefore shall be subject to a grievance or arbitration unless during the period of this Agreement the Employer materially changes the job duties of an existing job, creates a new job classification, or changes the rate of pay for any existing job classification.

Article 11 – Leaves of Absence

1. Employees must, at the earliest possible date, make written request to the Airport Director for any leave of absence setting forth the reason for the leave of absence and the approximate length of time off desired.
2. Medical Leave. A leave of absence for disabling or confining illness or injury will be granted by the Employer on the basis set forth in Article 15 hereof. An Employee placed on medical leave may apply all of his/her accrued leave, and earned comp time toward the work time lost. After ninety (90) calendar days, Employee may elect to receive Long-term Disability pay. The Employee may continue on medical leave but without pay until eligible for Long-term Disability pay. Medical Leave shall run concurrently with the provisions of the Family Medical Leave Act.
3. Maternity Leave. A leave of absence for maternity purposes will be granted by the Employer as required by law.
4. Leaves for On-the-Job Injuries. The first three (3) consecutive calendar days that an Employee injured on the job in the employment of the Employer is off work shall be on the basis of Employer-Leave available from the Employee's balance.

After said three (3) day period, the Employee shall be entitled to further leave without the same being deducted from his Flex Leave for such time that the Employee is physically unable to work if it is determined that the Employee was hurt on the job.
5. Special Leave. For proper cause, the Employer may authorize special leaves of absence for periods up to thirty (30) calendar days. Such leaves may be extended at the discretion of the Employer.
6. Fringe Benefits During Leaves of Absence. A regular full-time Employee on authorized leave of absence without pay may continue to carry the Employer's health and life insurance coverage during those months in which he receives no earned benefits (for hours worked, paid Flex Leave, Long-term Illness/Injury, etc.) by making arrangements with the Payroll Department and paying the full cost thereof on or before the due date of each monthly premium. However, such Employee (one on authorized leave of absence without pay) will not accrue Flex Leave or Long-term Illness/Injury benefits while on such a leave.
7. Military Leave. Employees shall be entitled to the military benefits provided under the Iowa Code at Section 29A.28 and the Federal Selective Service Act. Proof of service must be returned to the Airport Director before any salary or wage reimbursement is paid.
8. Status on Return from Leave. Employees returning from authorized leaves of absence of sixty (60) calendar days or less and Employees returning from an authorized medical leave within one (1) year will return to their regular jobs. Employees returning from authorized leaves of absence of more than sixty (60) calendar days will return to their regular jobs if vacant. Should there be no vacancy, the returning Employee shall replace the Employee in his job classification having the least seniority provided the returning Employee has greater seniority than the Employee to be replaced.

Article 12 – Flex Leave

Flex Leave is a combination of vacation leave, personal leave, sick leave, and funeral leave. See Appendix A for details. A holiday for which an Employee is entitled to holiday pay shall be paid as a holiday and not as a day of sick leave. Misuse of Flex Leave or misrepresentation in

connection therewith shall constitute proper cause for discipline. Flex Leave benefits and regular pay will not be paid for the same hours. A schedule for block Flex Leave will be posted February 1 by the Employer and to conclude no later than March 1. Block Flex Leave requests will be accepted for April 1 of the current year to January 1 of the following year. Each Employee will be responsible for submitting their request on or before their assigned day or they will forfeit their request that round. Each Employee may request one (1) day up to four (4) consecutive weeks, and only consecutive time, each round. Each Employee will receive one (1) calendar day to submit their 1st round request beginning with the most senior Employee to the least senior Employee and will also be granted in that same order. Upon conclusion of the 1st round any subsequent rounds will be conducted in the same manner as the 1st round. There must be appropriate workforce on hand at all times. Flex Leave will be scheduled according to Airport operational requirements.

Article 13 – Paid Holidays

1. There shall be eight (8) regular paid holidays, namely: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the day after Thanksgiving; Christmas Eve Day; Christmas Day.
2. Should the paid holiday be celebrated on a qualified Employee's scheduled day off, he shall receive eight (8) hours of straight holiday pay for the unworked holiday. Employees scheduled to work a paid holiday will receive one and one-half (1½) times their regular hourly rate of pay for the hours worked or equivalent compensatory time off, which shall be in addition to their 8 hours of holiday pay.
3. To qualify for holiday pay, the Employee must have been in the employ of the Employer for not less than sixty (60) calendar days and have worked the full scheduled work days immediately preceding and following the holiday unless excused by the Employer for good cause.
4. An Employee will not receive holiday pay while on an unpaid leave of absence.
5. Time off in lieu of pay will be arranged to the mutual satisfaction of the Employee and the Airport Director.
6. For holiday pay purposes, the calendar day during which an Employee's shift commenced shall be considered the calendar day worked. A shift commencing at midnight falls within the calendar day in which the midnight occurs.

Article 14 – Job Classifications and Wage Rates

By this reference, the job classifications and wage rates set forth in the attached Exhibit "A" is incorporated herein and made a part of this Agreement.

Article 15 – Longevity

1. Longevity payments, which are not a part of base rate schedules, will be paid monthly on the following basis:

After five (5) years of continuous service.....	\$20 per month
After ten (10) years of continuous service	\$40 per month
After fifteen (15) years of continuous service.....	\$60 per month
After twenty (20) years of continuous service	\$80 per month
After twenty-five (25) years of continuous service	\$100 per month

Article 16 – Insurance

1. The Employer will continue to make its group medical, hospital, life, AD&D, DXL, and disability insurance programs available to Employees. The foregoing insurance shall include the current Dental Plan with the Employer paying the full single premium and the family coverage being available to Employees at the Employee's cost.

	Employee
Alliance Select Single	\$20.00
Alliance Select Family	\$40.00
Dental Single	—
Employees are eligible for IRS 125 to pay the premiums in pre-tax dollars, as well as sign up for the other tax breaks allowed under the law.	

2. The Employer will contribute one-half ($\frac{1}{2}$) of the health insurance premium for the first five (5) months of eligibility.
3. The deductible for single coverage is one hundred fifty dollars (\$150) and a maximum out-of-pocket expense of seven hundred fifty dollars (\$750). The deductible for family is three hundred dollars (\$300) and a maximum out-of-pocket expense of one thousand dollars (\$1,000).
4. The City will offer a prescription drug card with three (3) tiers with separate deductibles and out of pocket maximums from other medical expenses (single \$100, family \$100; maximum out-of-pocket single \$500 and maximum out-of-pocket family \$500). Generic: 10% Co-insurance, Formulary brand: 25% Co-insurance, and Non-formulary Brand: 40% Co-insurance. Lifestyle specialty drugs will not be covered.
5. The City will offer a Health Risk Assessment process. Any employee who completes a Health Risk Assessment will receive one month of health insurance coverage at no premium cost.
6. Employees will be offered the opportunity and may purchase up to Fifty Thousand Dollars (\$50,000) in additional insurance subject to availability and certain limitations.

Article 17 – Separability and Savings

Should any Article or Section of this Agreement be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by final judicial decision, the remaining Articles and Sections shall continue in full force and effect for the duration of the Agreement. The parties will promptly meet for the purpose of negotiating an appropriate and equivalent replacement for the offending Article or Section.

Article 18 – Professional Training

1. Because of the substantial financial investment by the Employer in the initial and subsequent training programs designed to provide Employees with special skills required in the proper performance of their job duties, and because it is reasonable and proper for the Employer to expect and realize a fair return on such investment in its Employees, it is agreed that the Employer may enter into agreements with new hires requiring repayment of such new hires of the Employer's costs so incurred.
2. The parties recognize that a well-trained and educated work force is beneficial to the parties and to the public interest. The Employer agrees to reimburse an Employee for the cost (tuition, books, fees) of the classes which are related to mandatory in-service training and which are successfully completed. An Employee who wishes to be reimbursed for the cost of a class shall obtain advance written approval from the Employer before enrolling and shall, upon request, submit proof of successful completion of the class.

Article 19 – Court Leave and Jury Duty

1. The Employer shall pay an Employee who serves on a jury the difference in salary between jury pay and his regular hourly wage for the hours he is required to serve. If discharged from such service before his workday ends, such Employee shall immediately report for duty.
2. An Employee who has been subpoenaed or ordered to appear in Court or to take his deposition or attend a Pre-trial Conference on behalf of the Employer on a day when he is not scheduled to work shall be paid at the rate of one and one-half (1½) his basic hourly rate for the time so spent or two (2) hours pay at his basic hourly rate, whichever is the greater.
3. Employees may be required by the Employer to be available for depositions, Pre-trial Conference, or Court appearance in connection with criminal matters in which they are involved as the arresting officer or as a material witness. No additional pay will be forthcoming if such time occurs during the normal working hours of the Employee.
4. No Employee is to appear unless subpoenaed or ordered by the Employer in writing.
5. No pay by the Employer shall be made to an Employee involved in a civil case unless written approval is received from the Employer in advance.
6. An Employee subpoenaed by or ordered by the Employer to testify in a criminal case shall report for duty promptly after completing his testimony if time remains on his shift.
7. An Employee required by the Employer to appear in Court at a starting time requiring him to be released from active duty in order to appear on time, and who is held over in Court beyond his normal tour of duty, shall be paid only for the time required to be spent in Court. Such pay will be at his regular rate of pay for the time to the end of his normal tour of duty and one and one-half (1½) times his regular rate of pay for time spent thereafter.

Article 20 – Americans with Disabilities

The Employer and the Union will adhere to the provisions of the Americans with Disabilities Act.

Article 21 – Check-Off

1. Upon receipt of such authorization as may be required by law, the Employer agrees to deduct Union dues and initiation fees from the pay of Employees who are Union members covered by this Agreement and to remit same to the Union. Such deductions shall not be made more often than once per month.
2. The Union, its successors or assigns, shall indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments made or issued against the Employer as a result of any action taken by the Employer hereunder at the request of the Union or in reliance in individually authorized deduction forms furnished to the Employer by the Union.

Article 22 – Bulletin Board

1. The Employer will maintain a bulletin board at such location as it may determine with due consideration being given to the convenience of the Employees. The Union shall have the use of same all times to post notices of meetings, notices of interest to Employees pertaining to Airport activities and for other appropriate purposes, providing that said bulletin board shall not be used for political purposes, or for any misstatements or for any purpose that will be in any way injurious to the Employer and/or its Employees. Notices in violation of the foregoing may be removed by the Employer.
2. There shall be no other general distribution of posters or pamphlets, advertising or political matters, or literature, on the Employer's premises. Such acts shall constitute proper cause for discipline.

Article 23 – Term

The contract to be effective July 1, 2006, to June 30, 2007.

**CEDAR RAPIDS
AIRPORT COMMISSION**

By: 
Timothy R. Kintner, Chair

Date: June 30, 2006

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 2607**

By: 

Date: JUNE 27, 2006

Exhibit "A" – Job Classifications and Wage Rates

Effective for the 1 st July payday for fiscal year 2007 (Wage rates listed are per hour)				
	Grade	Step 1	Step 2	Step 3
Senior Safety Officer	40	\$20.43	\$24.64	\$25.39
Senior Safety Officer EMT	40A	\$20.63	\$24.84	\$25.59
Safety Officer II	34	\$19.10	\$22.81	\$23.55
Safety Officer II EMT	34A	\$19.30	\$23.01	\$23.75
Safety Officer I	30	\$17.88	\$21.47	\$22.23
Safety Officer I EMT	30A	\$18.08	\$21.67	\$22.43
Employees will progress to at least the next step within their job classification on their anniversary of their last date of hire, provided their work performance has been satisfactory.				

Wage Costs		Shift Differential	
FY2007	3.25%	2 nd Shift	\$0.25 per hour
		3 rd Shift	\$0.30 per hour
		During regular straight-time hours only	

Memorandum of Agreement

1. The Employer agrees to continue to furnish such clothing, equipment, and protective clothing designated by it as required in the performance of the Employee's job duties. The Employer will replace worn-out articles on the Quartermaster Plan from a list prepared by the Employer. It will be solely the Employer's decision when replacement is warranted. The old article must be turned over to the Employer. If an article is lost, the Employee is responsible for replacement. Additionally, protective vests will be replaced under this Quartermaster Plan for Employees who choose to wear them. The wearing of vests is strictly the decision of the Employee and not mandated by the Employer.
2. The Employer will furnish Employees with ammunition in quantity and kind deemed appropriate by Employer.

CEDAR RAPIDS
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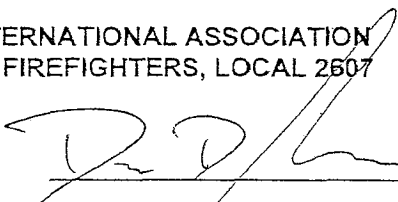
By:


Timothy R. Kintner, Chair

Date: June 30, 2006

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 2607

By:



Date: JUNE 27, 2006

Appendix A – Flex-Leave Policy

THE EASTERN IOWA AIRPORT SAFETY UNIT

BACKGROUND

All paid leave will be included in one (1) policy that will allow greater flexibility for Employees and easier administration for the management staff. With a few exceptions, Employees will manage their own paid leave. The policy will include two (2) leave accounts: 1) Flex-Leave Account and 2) Long-term Illness/Injury Account. The Long-term Illness/Injury account is a correlation to the Long-term Disability Insurance waiting period of ninety (90) calendar days, or five hundred and twenty (520) regular scheduled work hours.

EXCEPTIONS

The Flex-Leave program does not include regularly scheduled holidays.

POLICY

It is the policy of the Cedar Rapids Airport Commission to provide a Flex Leave program for the Safety Officers Bargaining Unit Employees that will include all paid leave except as listed below.

EXCLUSIONS

This policy DOES NOT include nor does it apply to: 1) compensatory time; 2) pay for work performed on a holiday; 3) regularly scheduled holiday (i.e.: Christmas, New Year's Day, Thanksgiving, etc.); 4) workers compensation; 5) jury duty; or 6) military leave.

SCOPE

This policy is applicable to the Safety Officers Bargaining Unit of the Cedar Rapids Airport Commission.

EXCEPTIONS

Any Employee on an unpaid leave of absence in excess of thirty (30) days will not accrue Flex Leave or Illness/Injury leave. Accrual will apply to the first thirty (30) days only.

DEFINITIONS

1. **ANNIVERSARY DATE:** Employee's last date of hire as a regular Employee with the Commission.
2. **FLEX-LEAVE ACCOUNT:** Current accumulations of paid leave.
3. **LONG-TERM ILLNESS/INJURY ACCOUNT:** Accumulated paid leave **ACCESSED ONLY** as a result of illness/injury after forty (40) consecutive hours (pro-rated for part-time Employees) of Flex Leave for medical purposes. Employees on a concentrated medical treatment program (i.e.: chemotherapy regimen, etc.) may be eligible to access for the time spent in treatment without meeting the forty (40) consecutive hour requirement.
4. **SCHEDULED LEAVE:** This paid leave requires notification by the Employee and approval received from the Airport Director, Commander, or designee no later than the end of the Employee's previous workday or what would have been the end of the previous workday had the Employee been scheduled to work. Approval of scheduled leave by the Airport Director, Commander, or designee is subject to the operational needs of the department. A waiver of such notification includes if an Employee must leave work due to illness or other emergency situation after completing four (4) hours of the Employee's regular shift. Employees with a diagnosed, chronic illness that is certified by the attending physician in advance may be granted, at the discretion of the Airport Director, Commander, or designee additional scheduled leave. Such Employee will be required to cooperate fully in order to qualify.

5. **UNSCHEDULED LEAVE:** This paid/unpaid leave requires that notification must be provided to the Airport Director, Commander, or designee prior to the Employee's workday. Approval of unscheduled leave is subject to operational requirements of the department.

SPECIFIC PROVISIONS

1. Employees will have two (2) paid leave accounts:
 - a. Flex-Leave Account
 - b. Long-term Illness/Injury Account
2. Employees will accumulate paid leave in their Flex-Leave Account on a monthly basis, the first pay day of the month, according to the following schedule (part-time accrue on a pro-rata basis):

Completion of 1 month through 12 months of service	12.2 hours monthly
Completion of 13 months through 72 months of service	15.5 hours monthly
Completion of 73 months through 132 months of service	18.8 hours monthly
Completion of 133 months through 192 months of service	22.2 hours monthly
Completion of 193 months of service.....	25.5 hours monthly

- a. Employees will accrue six (6) days annually in the Illness/Injury Account until they reach five hundred and twenty (520) hours; however, they may elect to transfer additional hours from the Flex-Leave Account into the Long Term Illness and Injury (LTII) Account on their anniversary, regardless of the number of hours in the LTII Account.
3. Employees may utilize the Flex-Leave Account either as scheduled or unscheduled leave.
 - a. Scheduled leave will be deducted from either the Flex-Leave Account or the Long-term Illness/Injury Account, whichever is applicable.
 - b. Unscheduled leave will be deducted from the Flex-Leave Account only. Employees who have used unscheduled leave six (6) times up to forty-eight (48) hours in a calendar year (pro-rated for part-time Employees) will be required to take additional unscheduled leave during the calendar year without pay except for those situations spelled out under the definitions section of this policy.
4. Employees required to take unscheduled and/or scheduled leave for medical reasons in excess of forty (40) consecutive hours (pro-rated for part-time Employees) may use any accumulated paid leave from the Long-term Illness/Injury Account for any additional consecutive hours of leave for medical reasons. The Employee must provide the Employer with a statement from his/her attending physician certifying the Employee's disabling illness or injury, and duration thereof, before the accumulated leave from the Long-term Illness/Injury Account is approved for use.
5. Employees with an unused accumulated balance in the Flex-Leave Account on the Employee's anniversary date will be allowed to carry the balance into the next year or exercise the option outlined in Paragraph 6. Employees are allowed a maximum accumulation of twelve (12) times their monthly accrual rate in effect on the Employee's anniversary date in the Flex-Leave Account.

Employees who terminate employment with the Commission will receive payment for the balance in the Flex-Leave Account accrued through the Employee's last day of employment.
6. Employees who have an accumulated balance of Flex Leave in their accounts on their anniversary of less than the annual accrual may elect any combination of the following:
 - a. carry part or all of the balance into the next year;

- b. convert up to forty-eight (48) hours (pro-rated for part-time Employees) to cash at their regular rate on their anniversary date if the Long-term Illness/Injury Account is at or above five hundred and twenty (520) hours, or the applicable part-time requirement; and
 - c. Transfer hours to the Long-term Illness/Injury Account regardless of the hours already in the Long-term Illness/Injury Account.
- 7. Employees who have Flex-Leave Accounts in excess of maximum allowed (See Paragraph 5) are required to exercise one of the following applicable options:
 - a. If the Long-term Illness/Injury Account is less than five hundred and twenty (520) hours, the Employee must transfer the excess amount to the Long-term Illness/Injury Account until five hundred and twenty (520) hours (pro-rated for part-time Employees) is accumulated.
 - b. If the Long-term Illness/Injury Account is already at five hundred and twenty (520) hours, the Employee has the option of transferring all or a portion of such excess hours in the Flex-Leave Account to the Long-term Illness/Injury Account and/or converting up to forty-eight (48) hours (pro-rated for part-time Employees) to cash at their regular rate on their anniversary date.
- 8. Employees may donate Flex-Leave Account hours to another Employee who is on an unpaid medical leave of absence and has exhausted all paid leave hours.
- 9. Transfers of Flex Leave and Illness/Injury Account:
 - a. When an Employee transfers to another department within the City, the accumulated accounts will transfer with no loss to the Employee.
 - b. When a bargaining unit Employee transfers to a non-bargaining position, available paid leave will be converted and placed in the Flex-Leave Account. All sick leave will be placed in the Long-term Illness/Injury Account.

Letter of Understanding

Eligible employees who were employed as a Safety Officer with the Airport Commission as of January 1, 1998 will receive a pay out on the first paycheck of July 2006 for all accrued and unused long-term illness/injury leave in excess of 720 hours on June 30, 2006.

CEDAR RAPIDS
AIRPORT COMMISSION

By: 
Timothy R. Kintner, Chair

Date: June 30, 2006

INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL 2607

By: 

Date: JUNE 27, 2006